

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
AT WINCHESTER

<hr/> UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	
)	CIVIL ACTION NO. 4:05-CV-5
COFFEE COUNTY, et al.,)	
)	
Defendants.)	
<hr/>)	

CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Air Force, filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9607, seeking reimbursement of response costs incurred, and seeking a declaratory judgment as to liability for costs to be incurred, for response actions taken or to be taken by the Air Force at or in connection with the release or threatened release of hazardous substances at the Coffee County Landfill in Coffee County, Tennessee ("the Site").

B. The Defendants that have entered into this Consent Decree ("Settling Defendants") do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

C. The United States has reviewed the Financial Information submitted by Settling Defendants to determine whether each

Settling Defendant is financially able to pay response costs incurred and to be incurred at the Site. Based upon this Financial Information, the United States has determined that Settling Defendants are able to pay the amounts specified in Section VI.

D. The United States and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendants. Settling Defendants consent to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon Settling Defendants and their successors and assigns. Any change in legal status, including but not limited to any transfer of assets or property, shall in no way alter the status

or responsibilities of Settling Defendants under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

b. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "DOJ" shall mean the United States Department of Justice.

e. "Financial Information" shall mean those financial documents identified in Appendix B.

f. "Insurance Information" shall mean all

documentation submitted to the United States to date containing information on any insurance policies under which any of the Settling Defendants was an insured.

g. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

h. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

i. "Parties" shall mean the United States and the Settling Defendants.

j. "Plaintiff" shall mean the United States.

k. "Response Costs" shall mean all costs of response as provided in Section 107(a)(1-4)(A), (B) and (D) of CERCLA, 42 U.S.C. § 9607(a)(1-4)(A), (B) and (D), and as defined in Section 101(25) of CERCLA, 42 U.S.C. § 9601(25), that the United States (including the Air Force) or any other person have incurred in the past or will incur in the future with respect to the Site.

l. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

m. "Settling Defendants" shall mean Coffee County,

Tennessee, the City of Manchester, Tennessee, and the City of Tullahoma, Tennessee.

n. "Site" shall mean the Coffee County Landfill, located on approximately 98 acres of land on the Arnold Air Force Base in Coffee County, Tennessee. The Site is generally shown on the map included in Appendix A, and is bordered on the east and south sides by undeveloped AFB property; on the north side by the Coffee County Central High School; and on the west side by Tennessee State Highway 55.

o. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. STATEMENT OF PURPOSE

4. By entering into this Consent Decree, the mutual objective of the Parties is for Settling Defendants to make a cash payment to address their liability for the Site as provided in the Covenant Not to Sue by Plaintiff in Section VIII, and subject to the Reservations of Rights by United States in Section IX.

VI. PAYMENT OF RESPONSE COSTS

5. Within 30 days of entry of this Consent Decree, Settling Defendants shall pay to the Air Force \$225,000. The obligations of Settling Defendants to pay amounts owed under this Consent Decree are joint and several. In the event of the failure of any one or more Settling Defendants to make the

payments required under this Consent Decree, the remaining Settling Defendants shall be responsible for such payments.

6. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with current EFT procedures, referencing USAO File Number _____ and DOJ Case Number 90-11-2-08477. Payment shall be made in accordance with instructions provided to Settling Defendants by the Financial Litigation Unit of the U.S. Attorney's Office in the Eastern District of Tennessee, following lodging of the Consent Decree. Any payment received by the Department of Justice after 4:00 p.m. Eastern Time shall be credited on the next business day.

7. At the time of payment, Settling Defendants shall send notice that payment has been made to the Air Force and DOJ in accordance with Section XIII (Notices and Submissions).

8. The total amount to be paid pursuant to Paragraph 5 shall be deposited in the Environmental Restoration Account, Air Force, in accordance with 10 U.S.C. § 2703(e).

VII. FAILURE TO COMPLY WITH CONSENT DECREE

9. Interest on Late Payments. If Settling Defendants fail to make any payment under Paragraph 5 by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

10. Stipulated Penalty.

a. If any amounts due under Paragraph 5 are not paid

by the required date, Settling Defendants shall be in violation of this Consent Decree and shall pay, as a stipulated penalty, in addition to the Interest required by Paragraph 9, \$500 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by the Air Force. All payments to the Air Force under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check. The check, or a letter accompanying the check, shall reference the name and address of the party making payment, the Site name, the civil action number, and DOJ Case Number 90-11-2-08477, and shall be sent according to instructions to be provided by the Air Force.

c. At the time of each payment, Settling Defendants shall send notice that payment has been made to the Air Force and DOJ in accordance with Section XIII (Notices and Submissions).

d. Penalties shall accrue as provided in this Paragraph regardless of whether the Air Force has notified Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

11. If the United States brings an action to enforce this

Consent Decree, Settling Defendants shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

12. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendants' failure to comply with the requirements of this Consent Decree.

13. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendants from payment as required by Section VI or from performance of any other requirements of this Consent Decree.

VIII. COVENANT NOT TO SUE BY PLAINTIFF

14. Except as specifically provided in Section IX (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendants and their employees, committees, and commissions (except to the extent the alleged liability of that person or entity arose independently of the alleged liability and actions of the Settling Defendants) for Response Costs, pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a). With respect to present and future liability, this covenant shall take effect upon receipt by the United States of

all amounts required by Section VI (Payment of Response Costs) and any amount due under Section VII (Failure to Comply with Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by each Settling Defendant of its obligations under this Consent Decree. This covenant not to sue is also conditioned upon the veracity and completeness of the Financial Information and the Insurance Information provided to the Air Force by each Settling Defendant, respectively. If the Financial Information or the Insurance Information is subsequently determined by the United States to be false or, in any material respect, inaccurate, the Settling Defendant who submitted such information shall forfeit all payments made pursuant to this Consent Decree and this covenant not to sue and the contribution protection in Paragraph 21 shall be null and void. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose the United States' right to pursue any other causes of action arising from Settling Defendant's false or materially inaccurate information. This covenant not to sue extends only to Settling Defendants and their employees, committees, and commissions (except to the extent the alleged liability of that person or entity arose independently of the alleged liability and actions of the Settling Defendants) and does not extend to any other person.

IX. RESERVATION OF RIGHTS BY UNITED STATES

15. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within the Covenant Not to Sue by United States in Paragraph 14. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against each Settling Defendant with respect to:

- a. liability for failure of any Settling Defendant to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- d. liability, based upon Settling Defendant's ownership or operation of the Site, or upon Settling Defendant's transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by Settling Defendant; and
- e. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

16. Notwithstanding any other provision of this Consent

Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in this Consent Decree, against any Settling Defendant if the Financial Information or the Insurance Information provided by that Settling Defendant, or the financial certification made by that Settling Defendants in Paragraph 24, is false or, in an material respect, inaccurate.

X. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

17. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action for Response Costs against the United States or its contractors or employees, with respect to the Site or this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Tennessee Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613,

relating to the Site.

Except as specifically provided in this paragraph, the Settling Defendants reserve, and this Consent Decree is without prejudice to, all rights against the United States with respect to all lawsuits, administrative actions, or causes of action arising out of or relating to the Site brought against Settling Defendants by persons who are not parties to this Consent Decree.

Except as provided in Paragraph 19 (Waiver of Claims) and Paragraph 23 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 15 (c) - (e), but only to the extent that Settling Defendant's claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

18. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

19. Settling Defendants agree not to assert any CERCLA claims or causes of action that it may have for all matters relating to the Site, including for contribution, against any other person. This waiver shall not apply with respect to any defense, claim, or cause of action that Settling Defendants may have against any person if such person asserts a claim or cause

of action relating to the Site against Settling Defendant.

XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

20. Except as provided in Paragraph 19, nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Decree may have under applicable law. Except as provided in Paragraph 19, the Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

21. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendants are entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person. The "matters addressed" in this Consent Decree do not include those response costs or response actions as to which the United States

has reserved its rights under this Consent Decree (except for claims for failure to comply with this Decree), in the event that the United States asserts rights against Settling Defendants coming within the scope of such reservations.

22. Each Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify the Air Force and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify the Air Force and DOJ in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Defendant shall notify the Air Force and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

23. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have

been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in Section VIII.

XII. CERTIFICATIONS

24. Each Settling Defendant hereby certifies that, to the best of its knowledge and belief, after thorough inquiry, it has:

a. submitted to the Air Force Financial Information that fairly, accurately, and materially sets forth its financial circumstances, and that those circumstances have not materially changed between the time the Financial Information was submitted and the time Settling Defendant executes this Consent Decree;

b. fully disclosed the existence of any insurance policies that may cover claims relating to cleanup of the Site, and have submitted all available Insurance Information, including all available policies and other information relative to insurance coverage of claims relating to cleanup of the Site;

c. made a reasonable inquiry and determined that it has no insurance that is likely to provide coverage for the response costs at issue in this civil action; and

d. not received any insurance proceeds relative to the Site, nor do any of the Settling Defendants anticipate submitting any insurance claims or recovering any insurance proceeds in the future relative to claims of environmental liability at the Site.

XIII. NOTICES AND SUBMISSIONS

25. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified in Appendix C, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States and Settling Defendants, respectively.

XIV. RETENTION OF JURISDICTION

26. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XV. INTEGRATION/APPENDICES

27. This Consent Decree and its appendices constitute the final, complete and exclusive Consent Decree and understanding between the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree:

"Appendix A" is the map of the Site;

"Appendix B" is a list of the financial documents submitted

to by Settling Defendants; and

"Appendix C" is the List of Addresses for Section XIII
(Notices and Submissions).

XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

28. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

29. If for any reason this Court should decline to approve this Consent Decree in the form presented, this Consent Decree is voidable at the sole discretion of any party and the terms of the Consent Decree may not be used as evidence in any litigation between the Parties.

XVII. SIGNATORIES/SERVICE

30. Each undersigned representative of Settling Defendants to this Consent Decree and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

31. Settling Defendants hereby agree not to oppose entry of

this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

32. Settling Defendants shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on its behalf with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The Parties agree that Settling Defendants need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XVIII. FINAL JUDGMENT

33. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between the United States and Settling Defendants. The Court

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finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

So Ordered.

Date:

HONORABLE JAMES H. JARVIS,
SENIOR UNITED STATES DISTRICT JUDGE

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Coffee County, et al., Civ. No. 4:05-CV-5 (E.D. Tenn.), relating to the Coffee County Landfill:

FOR PLAINTIFF UNITED STATES OF AMERICA:

U.S. Department of Justice:

Date: 2/2/06

/SUE ELLEN WOOLDRIDGE/
Assistant Attorney General
Environment and Natural Resources
Division
United States Department of Justice

Date: 1/24/06

STEVEN O'ROURKE
Environmental Enforcement Section
Environment and Natural Resources
Division
United States Department of Justice
P.O. Box 7611,
Washington, D.C. 20044-7611
Telephone: (202) 514-2779
Facsimile: (202) 514-2583
Appearing pursuant to LR 83.5(h)
(Bar Admission, Special Admission
for Certain Attorneys)

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Coffee County, et al., Civ. No. 4:05-CV-5 (E.D. Tenn.), relating to the Coffee County Landfill:

U.S. Air Force:

Date:

RICHARD A. ASHWORTH
Colonel, United States Air Force
Acting Deputy Assistant of the Air Force
(Environmental, Safety, and Occupational
Health)

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Coffee County, et al., Civ. No. 4:05-CV-5 (E.D. Tenn.), relating to the Coffee County Landfill:

FOR DEFENDANT COFFEE COUNTY:

Date:

RAY JOHNSON
Coffee County Executive
1329 McArthur Street
Manchester, TN 37355
(931) 728-5100

Date:

ROBERT HAZARD
Coffee County Attorney
P.O. Box 176
111 W Grundy Street
Tullahoma, Tennessee 37388
Telephone: (931) 455-1750
Fax No.: (931) 455-1753

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Coffee County, et al., Civ. No. 4:05-CV-5 (E.D. Tenn.), relating to the Coffee County Landfill:

FOR DEFENDANT CITY OF TULLAHOMA:

Date: *NOVEMBER 4, 2005*

TROY BISSBY
Tullahoma Mayor
201 West Grundy Street
P.O. Box 807
Tullahoma, TN 37288
(931) 455-2648

Date: *November 8, 2005*

J.W. LUNA
Attorney for City of Tullahoma
333 Union Street, Suite 300
Nashville, Tennessee 37201
Telephone: (615) 254-9146
Fax: No. (615) 254-7123

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Coffee County, et al., Civ. No. 4:05-CV-5 (E.D. Tenn.), relating to the Coffee County Landfill:

FOR DEFENDANT CITY OF MANCHESTER:

Date:

10/27/2005

JOHNNIE W. BROWN ^
Manchester Mayor
200 W Fort Street
Manchester, TN 37355
(931) 728-4652

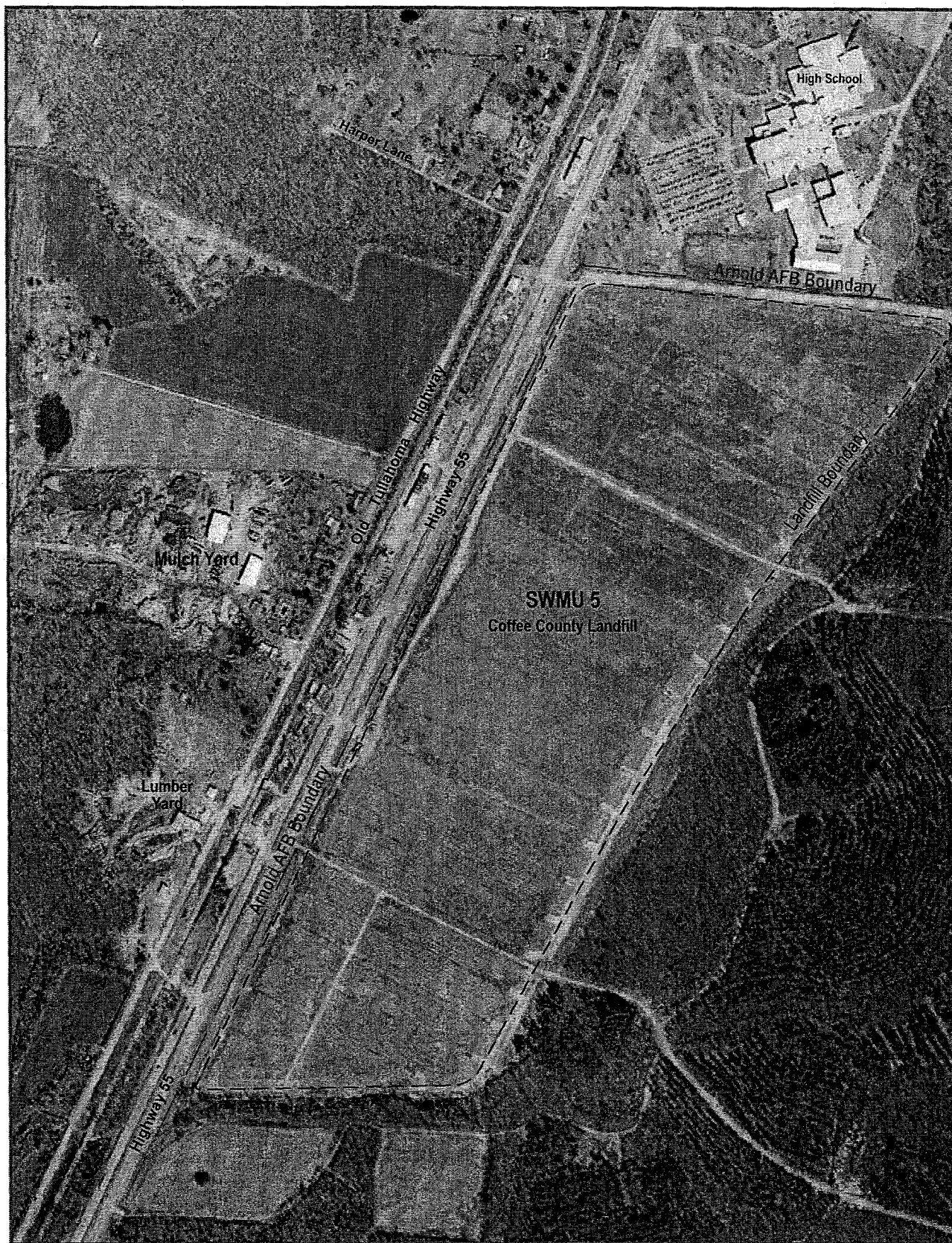
Date:

10/24/05

ALEC GARLAND
City Attorney
117 South Spring Street
Manchester, Tennessee 37355
Telephone: (931) 728-0419
Fax No.: (931) 728-0413

APPENDIX A

GENERAL SITE MAP



0 275 550
 APPROXIMATE SCALE IN FEET



Figure 1-2
 Aerial Photograph of SWMU 5
 SWMU 5 RFI Supplement • Arnold AFB

APPENDIX B
LIST OF FINANCIAL INFORMATION

Financial Information Submitted by Coffee County:

Audited financial statements for the fiscal years ended June 30, 2003 and 2004

County budget for the fiscal year ending June 30, 2005

County school system 10 year building plan

Financial and operational plans to update the county jail

Letter from the county mayor dated December 21, 2004

Financial Information Submitted by City of Tullahoma:

Draft income statement and balance sheet as of June 30, 2004

Comprehensive annual financial report for the year ended June 30, 2004

City's budget for the year ending June 30, 2005

Capital improvement program for the fiscal years 2006 - 2011

Letter from mayor Stephen T. Cope dated March 17, 2005

Financial Information Submitted by City of Manchester:

Audited financial statements for the fiscal year ended June 30, 2003,

Internal financial statements for the fiscal year ended June 30, 2004

Budget for the fiscal year ending June 30, 2005

Letter dated March 10, 2005 from the city finance director listing anticipated capital projects and addressing other matters

APPENDIX C

LIST OF ADDRESSES FOR SECTION XIII (NOTICES AND SUBMISSIONS)

As to the United States:

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ # 90-11-2-08477)
P.O. Box 7611
Washington, D.C. 20044-7611

As to the Air Force:

Chief, Environmental Law and Litigation Division
Air Force Legal Services Agency
1501 Wilson Blvd., Suite 629
Arlington, VA 22209
Telephone: (703) 696-9166
Fax No.: (703) 696-9184

As to Settling Defendant Coffee County:

Mr. Ray Johnson,
Coffee County Executive
1329 McArthur Street
Manchester, TN 37355
Telephone: (931) 728-5100

Mr. Robert Hazard
Coffee County Attorney
P.O. Box 176
111 W Grundy Street
Tullahoma, Tennessee 37388
Telephone: (931) 455-1750
Fax No.: (931) 455-1753

As to Settling Defendant City of Tullahoma:

Mr. Troy Bisby
Tullahoma Mayor
201 West Grundy Street
P.O. Box 807
Tullahoma, TN 37288
Telephone: (931) 455-2648

Mr. J.W. Luna
Attorney for City of Tullahoma
333 Union Street, Suite 300,
Nashville, Tennessee 37201
Telephone: (615) 254-9146
Fax: No. (615) 254-7123

As to Settling Defendant City of Manchester:

Mr. Johnnie W. Brown
Manchester Mayor
200 W Fort Street
Manchester, TN 37355
Telephone: (931) 728-4652

Mr. Alec Garland
City Attorney
117 South Spring Street
Manchester, Tennessee 37355
Telephone: (931) 728-0419
Fax No.: (931) 728-0413